

Doc - Landfill Contract  
Auth - City of Albion



A G R E E M E N T

WHEREAS, the City Council of the City of Albion, Michigan, a Municipal Corporation, desires to continue to provide and maintain a waste yard for the use of City of Albion residents and industries subject to such regulations for use as the City Council may prescribe; and

WHEREAS, Gordon D. Stevick and Marguerite M. Stevick, husband and wife, of Lot #1, Chrystal Lake, Cement City, Michigan, are the owners of a certain parcel of real estate containing approximately 20 acres adjacent to East Erie Road in Section 36 of Sheridan Township, Calhoun County, Michigan, and

WHEREAS, Gordon D. Stevick desires to contract with the said City of Albion to provide all land, labor, equipment, supervision and services necessary to operate a sanitary landfill waste disposal yard on said parcel;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is agreed by the City of Albion, hereinafter referred to as the City, and Gordon D. Stevick, hereinafter referred to as the Contractor, as follows:

1. That the Contractor shall provide all land, labor, equipment, supervision and services necessary to operate a satisfactory sanitary landfill waste disposal yard for the City and the residents, businesses, and industries of the City, and that the City shall permit the Contractor to contract separately with the City's franchise holder for garbage collection for waste yard disposal of garbage collected in the City of Albion.
2. That the said waste disposal yard shall be operated on a certain parcel of land situated in the Township of Sheridan, Calhoun County, Michigan, and described as follows, to-wit:

Lot 28 of Supervisor's Plat of Section 36, Township 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, according to the plat thereof recorded in Liber 9A of Plats on Page 7 in the office of the Register of Deeds for Calhoun County. Except the Southerly 250 feet thereof.

The Contractor shall provide good and sufficient ingress and egress, weather permitting, to and from the above described parcel.

3. That the Contractor shall be licensed by the Michigan Department of Health to operate a sanitary landfill waste disposal yard, and the Contractor shall operate the same pursuant to all present and future regulations of the Michigan Department of Health regarding sanitary landfill operations.

4. That the Contractor shall enforce such regulations for use of the said waste disposal yard as the City Council of the City may prescribe, and regulations hereafter established shall be reasonable and shall not cause the Contractor to expend substantial additional sums to operate the waste disposal yard, and the Contractor shall operate the said waste disposal yard pursuant to the requirements established by the Sheridan Township Zoning Appeals Board, and any new regulations not in conformance with these requirements shall also be approved by said board.

5. That the Contractor shall operate the said waste disposal yard in a safe and sanitary manner satisfactory with the reasonable requirements of the City's Director of Public Works. That the Contractor shall maintain in neat appearance a large sign at the entrance to the landfill indicating the hours the landfill is open to the public and the fees which will be charged. That the Contractor shall have the landfill open to the public each week Monday through Saturday, excluding holidays, and the hours will be from 10:00 a.m. to 4:00 p.m. Such hours may be changed by agreement of the parties.

6. That the Contractor shall provide to the citizens, businesses and industries located in the City of Albion, disposal services without charge of all household and business wastes. Examples of such wastes are bottles, cans, rubbish, wooden furniture, shrubbery trimmings not exceeding one inch in diameter, cardboard boxes, etc. Such wastes shall be securely boxed, bagged or bundled in units not exceeding 24 inches in height in order to

receive free disposal service. The Contractor shall provide free service to the City of Albion departments including street refuse, City clean-up projects, and tree and bush trimmings up to four inches in diameter. The Contractor may charge for non-compactible wastes, commercially hauled wastes and by-products of manufacturing process including foundry sand. Such wastes include demolition materials, appliances, tanks and unsecured papers or materials exceeding 24 inches in height. Charges for commercially hauled vehicles and for non-compactible materials shall be according to a schedule attached hereto and made a part hereof.

7. That this Agreement shall be in effect for a period of four (4) years from and after March 1, 1978 unless sooner terminated by mutual agreement of the parties or by the City as hereinafter provided, and the City shall pay to the Contractor, in consideration of the land, labor, equipment, supervision and services furnished by the Contractor to operate a satisfactory sanitary landfill waste disposal yard as provided for herein, the following sums: \$3,500 per month commencing March 1, 1978; \$3,750 per month commencing March 1, 1979; and \$4,000 per month commencing March 1, 1980, and \$4,250 per month commencing March 1, 1981. Each monthly payment shall be made on or before the 10th day of the month following the month in which such contract services are performed. Further, the Contractor shall continue to retain disposal service sums paid by Albion College.

8. That the Contractor is an independent contractor and is not an employee of the City, and that any persons employed by the Contractor to perform services provided in this Agreement shall be employees of the Contractor and not employees of the City.

9. That the Contractor shall carry Workman's Compensation insurance on any persons employed by the Contractor to perform services provided in this Agreement, and the Contractor shall carry a policy of general liability insurance as required by the Michigan Department of Health covering persons coming on the above described premises during the period of this Contract,

and the Contractor further covenants to save the City harmless from any claims of liability arising out of the operation of the said waste disposal yard, and the Contractor further agrees to furnish certificates of such insurance to the City.

10. That the City may terminate this Agreement in the event the Contractor fails to comply with any of the terms, provisions or conditions of the Agreement. If such non-compliance relates to conditions or manners of operation of the said waste disposal yard as set forth herein, the Contractor shall be notified in writing of such non-compliance, and if such non-compliance continues for more than thirty (30) days after such notification, the City may then terminate this Agreement forthwith. The Contractor may terminate this Agreement if the City fails to pay any sums due thereunder within thirty (30) days of written notice of such default in payment, or if the designated agents of the City intentionally and arbitrarily violate the terms of the contract.

11. Notices provided for herein may be served personally or by registered mail to the address herein or the last known address of the Contractor.

12. This Agreement may be assigned by the Contractor upon the written consent of the City and the Agreement shall be binding on the <sup>assigns</sup> heirs and successors of the parties hereto.

13. Should any new industries locate in the City who become responsible for addition of substantial amounts of solid waste which must be placed at the sanitary landfill, the contractor may request a meeting with the City to discuss the additional financial burdens placed upon said Contractor.

Further, should any industries outside the City now making direct payments to the Contractor be annexed into the City, the Contractor may request a meeting with said City to discuss appropriate reimbursement for loss of direct revenue to said Contractor.

14. This Contract supersedes the Contract between the parties effective March 1, 1975.

BY:



Gordon D. Stevick  
Contractor



Charles W. Jones, Mayor of Albion



Millard P. Coleman, City Clerk